

**Mediated Tentative Agreement
City of San Jose
And
Association of Legal Professionals (ALP)**

TERM

July 1, 2011 – June 30, 2012

WAGES

See attached

VACATION SELLBACK

See attached

DISABILITY LEAVE SUPPLEMENT

See attached

SUBSIDY FOR PUBLIC TRANSIT

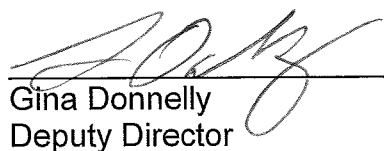
See attached

COMMENCEMENT OF NEGOTIATIONS

See attached

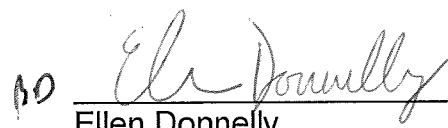
This agreement is still considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Mediated Tentative Agreement. The parties understand that should this Mediated Tentative Agreement fail to be ratified by the membership on or before May 27, 2011, the City shall revert to its Last, Best, and Final Offers.

FOR THE CITY:


Gina Donnelly
Deputy Director

06/27/11
Date

FOR THE UNION:

10 
Ellen Donnelly
ALP Secretary

5-27-11
Date

Mediated Tentative Agreement

WAGES

Proposed Language:

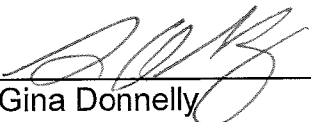
Effective June 27, 2010, all salary ranges for employees holding positions in classifications assigned to ALP shall be decreased by approximately 4.75%. This will result in the top and bottom of the range of all classifications represented by ALP being 4.75% lower. All employees will receive a 4.75% base pay reduction.

Effective June 26, 2011, all salary ranges for employees holding positions in classifications assigned to ALP shall be decreased approximately by an additional 5.39%. This will result in the top and bottom of the range of all classifications represented by ALP being an additional 5.39% lower. All employees will receive an additional 5.39% base pay reduction.

This language is intended to:


- *Replace the section entitled "Pay Reduction" in the ALP Tentative Agreement dated June 15, 2010, and delete the section entitled "Mandatory Unpaid Furlough Days" in the ALP Tentative Agreement dated June 15, 2010.*

FOR THE CITY:


Gina Donnelly
Deputy Director

05/27/11
Date

FOR THE UNION:


Ellen Donnelly
ALP Secretary

5-27-11
Date

Mediated Tentative Agreement

VACATION SELLBACK

Proposed Language:

ALP represented employees are eligible to sell back one hundred twenty (120) hours of accrued vacation per payroll calendar year.

Effective December 25, 2011, employees may elect to sell back up to a maximum of sixty (60) hours of vacation accrued in 2012 and in accordance with the guidelines set below.

The City shall administer the vacation sellback program as described in the 6 bullet points listed below:

- ALP represented employees must elect the number of vacation hours they will sell back during 2012, up to the maximum of sixty (60) hours, by November 26, 2011.
- The election to sell back vacation hours in 2012 is **irrevocable**. This means that ALP represented employees must sell back the elected number of accrued vacation hours during 2012.
- ALP represented employees who do not make an election or who do not submit an irrevocable election form to Payroll on or before November 26, 2011, will not be eligible to sell back any vacation hours in 2012.
- ALP represented employees can elect to sell back only vacation hours accrued during 2012, and any vacation hours accrued and carried over prior to 2012 are not eligible for sell back in 2012.
- Any vacation hours accrued in 2012 by ALP represented employees will not be available for use until the employee's accrued vacation hours in 2012 equal the number of hours the employee has elected to sell back in 2012. Then, only those vacation hours accrued in 2012 over the number of hours an ALP represented employee elected to sell back in 2012 will be available for use by the employee. This means that hours elected for sell back may only be used for sell back purposes and cannot be used for vacation time off purposes.
- ALP represented employees may still use any vacation hours accrued and carried over prior to 2012, subject to the normal rules of requesting use of vacation. Any vacation hours accrued and carried over prior to 2012 are not eligible for sell back.


FOR THE CITY:

FOR THE UNION:


Gina Donnelly
Deputy Director

Date

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Ellen Donnelly
ALP Secretary

Date

5-27-11

Mediated Tentative Agreement

DISABILITY LEAVE SUPPLEMENT

Proposed Language:

Effective June 26, 2011, if required to be absent from work due to a work related illness or injury, employees may receive a supplement which, when added to the Workers' Compensation Temporary Disability, equals 85% of the employees' base salary, up to a maximum of three (3) months (520 hours if used intermittently) for any current or future work-related injury or illness. Any employee who has exceeded three (3) months (or 520 hours if not continually absent) as of June 26, 2011, will no longer be eligible to receive DLS.

After the maximum time limit specified above, the integration of an employee's available leave will occur in the following order: (1) accrued Vacation hours, and (2) accrued Sick Leave once Vacation has been exhausted.


In no event shall an employee receive an amount, including any Workers' Compensation Temporary Disability payments, in excess of the employee's regular base salary.

*Part-time and temporary employees **are not eligible** for this benefit.*

This language is intended to:


- *Replace the section entitled "Disability Leave Supplement" in the ALP Tentative Agreement dated June 15, 2010.*

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Gina Donnelly
Deputy Director

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ALP Secretary

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Mediated Tentative Agreement

PUBLIC TRANSIT SUBSIDY (ECO-PASS AND SUBSIDIZED COMMUTER CHECK VOUCHER PROGRAM)

ECO-Pass

After calendar year 2011, the City will no longer provide employees an ECO-Pass. This means that any employee in possession of a 2011 ECO-Pass provided by the City may continue its use through calendar year 2011. Beginning calendar year 2012, the City will cease providing an ECO-Pass.

Commuter Check Program


Upon exhaustion of the current supply of Commuter Check Vouchers, the Vouchers will no longer be available to employees for purchase from the City. This means that the subsidized Commuter Check Voucher Program is eliminated after the current supply of Commuter Check Vouchers are exhausted.

FOR THE CITY:

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Gina Donnelly
Deputy Director

05/27/11
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PD Ellen Donnelly
ALP Secretary

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Mediated Tentative Agreement

COMMENCEMENT OF NEGOTIATIONS

The following language shall replace, in its entirety, "COMMENCEMENT OF NEGOTIATIONS" section of the ALP Tentative Agreement dated June 15, 2010.

It is mutually agreed that the first meeting of the parties will be held in January 2012, after the City or ALP receives a written notice from the other requesting the commencement of negotiations.


The terms and conditions contained in this Tentative Agreement represent the full, complete, and entire understanding of the parties regarding the matters set forth herein. Employees represented by ALP shall receive all of the benefits received by Unit 99 effective June 15, 2010, unless explicitly modified by the Tentative Agreement dated June 15, 2010, and/or by this agreement. It is understood that neither party may require the other party to meet and confer over any subject covered by this Tentative Agreement except as provided herein. Notwithstanding the foregoing, each party agrees to meet and confer over the following issues within ten (10) days of written notice from the other party:

1. The Supplemental Retiree Benefit Reserve program.
2. Retirement Reform including:
 - a. Pension and retiree healthcare benefits for future employees,
 - b. Pension and retiree healthcare benefits for current employees, including, but not limited to, modification of healthcare (medical and dental) plans available to current employees and/or plan design, to the extent that these benefits fall within the scope of representation.
3. Sick Leave Payout for current and future employees to the extent that this benefit falls within the scope of representation.

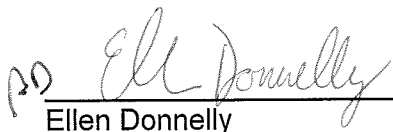
ALP's agreement to bargain shall not be considered a waiver, reduction, or modification of vested benefits. Likewise, the City is not waiving any rights it has under the MMBA, including the right to lawfully implement changes to matters within the scope of representation after providing ALP with notice and an opportunity to bargain in good faith and to participate in impasse procedures. Nothing in this section is intended to expand the City's rights under the MMBA. The City will provide ALP notice at least fourteen (14) days in advance of the effective date of any change in benefits.

FOR THE CITY:

FOR THE UNION:


Gina Donnelly
Deputy Director

05/27/11
Date


Ellen Donnelly
ALP Secretary

5-27-11
Date